

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 15 June 2005

Division: Growth Management

Bulk Item: Yes X No

Department: Environmental Resources

Staff Contact: Ralph Gouldy

AGENDA ITEM WORDING:

Approval for a Grant of Conservation Easement for Lot 11 Part of Tract A, Monroe County, Florida, RE# 00551000-001100.

ITEM BACKGROUND: None

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: None

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$52.50

BUDGETED: Yes N/A No

COST TO COUNTY: None

SOURCE OF FUNDS: Pablo R. Garcia

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing N/A Risk Management N/A

DIVISION DIRECTOR APPROVAL:


Timothy McGarry, Director of Growth Management

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

Grant of Conservation Easement

THIS AGREEMENT is made this _____ day of _____, 20____ by and between
MVP Keys Inc.

whose address is % 34 South Blackwater Lane, Key Largo, Florida 33037
County of Monroe State of Florida, (Grantor) and Monroe County, a
political subdivision of the State of Florida, whose address is 5100 College Road, Stock Island, Key West,
Fl 33040 (Grantee).

The parties recite and declare: The Grantor is the owner of certain real property commonly known
as 1505 Shaw Drive, Key Largo Florida 33037Florida 33070

(the servient estate), more particularly described as follows: (Legal description) Lot 11 Part of Tract
A, RE# 00551000-001100.

The Grantor desires to develop the servient estate as (describe project)

A single-family home and accessory buildings as shown in permit #02305120

The servient estate contains (describe relevant natural features):

Scarified lands, and a wetland setback area with a modified Class D bufferyard

The Grantee is a general purpose political subdivision of the State authorized and required to
regulate and control the use of real property through land development regulations in order to protect the
public health, safety and welfare. Sec. 9.5-336 of the Grantee's land development regulations requires that

certain areas of the servient estate be retained as open space and preserved in their natural
condition if the servient estate is to be developed as a single-family home and accessory building.

The parties agree as follows:

1. Grant of easement.

In consideration for a development permit for a single-family home and accessory building.
and in order to comply with Sec. 9.5-336, Monroe County Code, the Grantor hereby grants to Grantee the easement described below.

2. Character of the easement and governing law.

This easement is a conservation easement under Sec. 704.06, Fla. Stat. and is to be governed by, construed and enforced in accordance with that statute and with the applicable laws of the State of Florida.

3. Location of the easement. (metes and bounds description of the open space area)

a. The conservation easement is located as follows

a 25 foot wide strip running parallel to the edge of the wetlands

b. The location of the easement is also described in the diagram attached to this instrument as Exhibit "A" and, by reference, made a part of as fully and to the same effect as if set forth in this instrument in its entirety.

4. Restraints imposed by the Conservation Easement.

The conservation easement granted by this instrument imposes the following restrictions on the future use of the servient estate within the easement area:

a. No removal, trimming or pruning of trees, shrubs, or other vegetation (except non-native vegetation whose removal is authorized by the Grantee's biologist).

b. No acts that are detrimental to wildlife or wildlife habitat preservation.

c. No excavation, dredging, or removal of loam, peat gravel, soil, rock, or other material substances in such manner as to affect the surface.

d. No activities detrimental to drainage, flood control, water conservation, erosion control and soil conservation.

e. No dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.

f. No planting of non-native plants.

5. Terms and persons bound.

This conservation easement is perpetual, runs with the land and is binding on all present and subsequent owners and mortgagees of the servient estate. Grantor represents that the mortgagee(s), if any, whose consent is attached hereto, is (are) the only mortgagee(s) having a security interest in the servient estate.

6. Entire Agreement.

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement is not binding upon either party except to the extent incorporated in this Agreement.

7. Modification of Agreement.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement is binding only if evidenced in writing and signed by an authorized representative of each party and by any mortgagee.

8. Attorney's fees.

In the event of any controversy, claim or dispute arising under this instrument, the prevailing party is entitled to recover reasonable attorney's fees and costs.

9. Entry of Grantee's representative on the servient estate.

The Grantee's representative on the servient estate, after first furnishing the Grantor no less than 24 hours notice for the purposes of inspection to determine the Grantor's compliance with this Agreement.

10. Notice.

Any notice provided for or concerning this Agreement must be in writing and is sufficiently given when sent by certified or registered mail, or via an equivalent service furnished by a private carrier, to the respective address of each party as set forth at the beginning of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA (Grantee)

By _____
Deputy Clerk

By _____
Mayor/Chairman

Alexandra Score
Signature of witness

Alexandra Score
Printed name of witness

Jacqueline Hillard
Signature of witness

JACQUELINE HILLARD
Printed name of witness

Pablo R. Garcia
Grantor

Pablo R. Garcia
Printed name of Grantor

Grantor

Printed name of Grantor

Signature of Witness

Grantor

Printed name of Witness

Printed name of Grantor

STATE OF FLORIDA
COUNTY OF MONROE

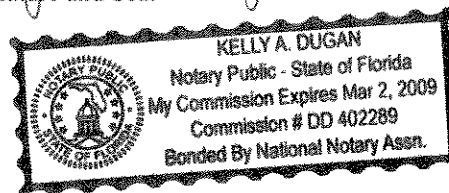
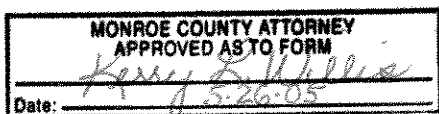
BEFORE ME, the undersigned authority, personally appeared Pablo R. Garcia
and _____, who are personally known to me, or have produced

_____ and _____, respectively
as identification.

Sworn to and subscribed before me this 4th day of May, 20 05.

Kelly A. Dugan DD#402289
Typed Notary Name and Number

Kelly A. Dugan
Notary Signature and Seal

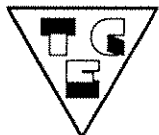
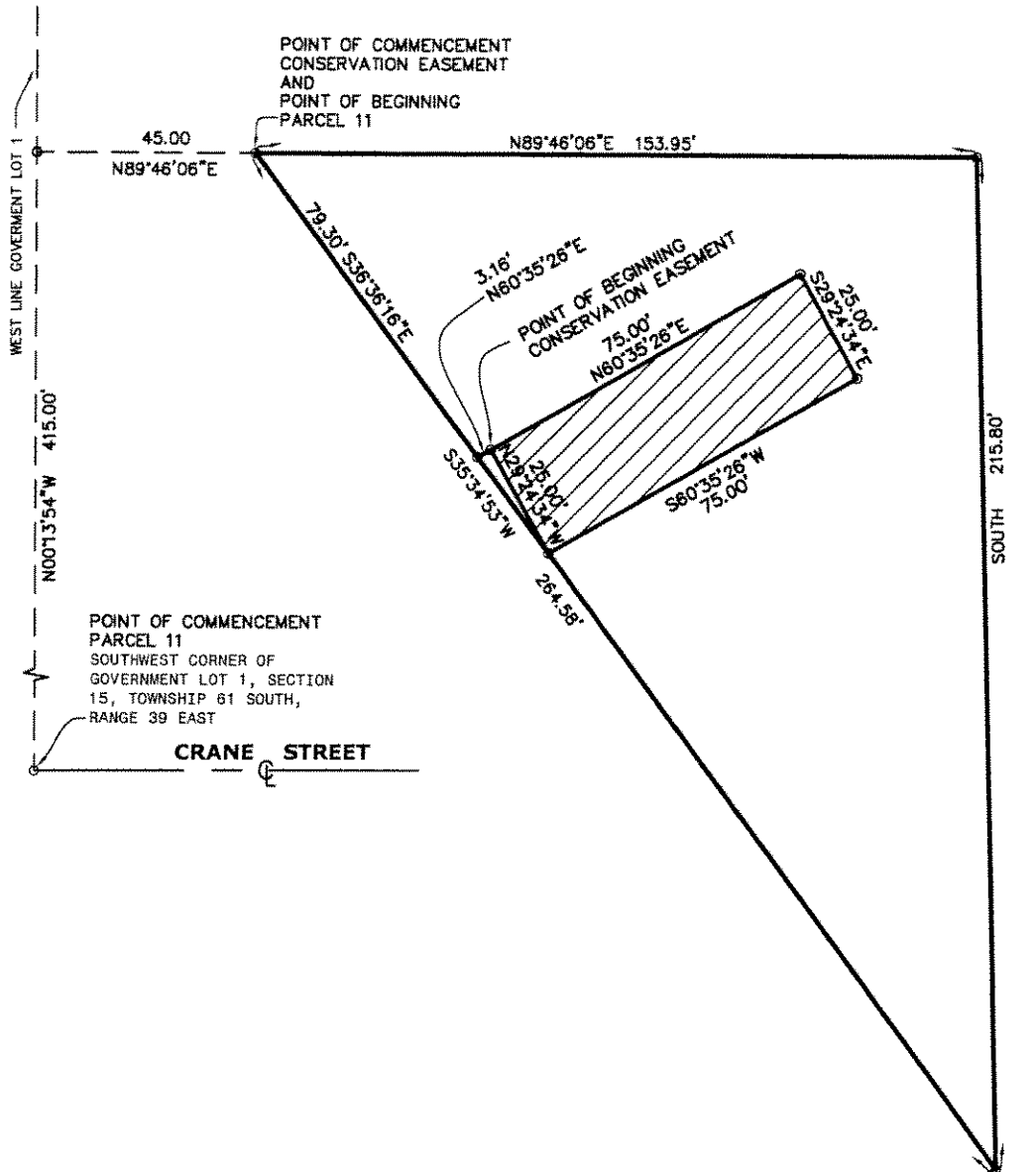


SKETCH OF EASEMENT

GRAPHIC SCALE



1 inch = 40 ft. (IN FEET)



TRI-COUNTY ENGINEERING, Inc.

ENGINEERS • ARCHITECTS • SURVEYORS & MAPPERS
CERTIFICATES: EB-6706, AA-2777, LB-6507, FLORIDA

7729 NW 146th Street
Miami Lakes, Florida 33016

PH: (305) 823-3737
FAX: (305) 823-3172

JOSE M. LOPEZ, P.S.M. N°4849
STATE OF FLORIDA
FOR THE FIRM

NOTE: NOT VALID WITHOUT THE
SIGNATURE AND ORIGINAL SEAL
OF A FLORIDA REGISTERED
SURVEYOR AND MAPPER

EXHIBIT "A"
PAGE 1 OF 2

EASEMENT DESCRIPTION

DESCRIPTION:

A STRIP OF LAND, BEING A PORTION OF THE FOLLOWING DESCRIBED PARCEL;
TO WIT.

DESCRIPTION OF PARCEL 11:

A PORTION OF TRACT A, ACCORDING TO THE PLAT OF TWIN LAKES FIRST ADDITION, AS RECORDED IN PLAT BOOK 5, AT PAGE 68, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

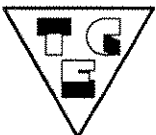
COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 15, TOWNSHIP 61 SOUTH, RANGE 39 EAST; THENCE NORTH $0^{\circ}13'54''$ WEST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 415.00 FEET; THENCE NORTH $89^{\circ}46'06''$ EAST A DISTANCE OF 45.00 FEET TO THE POINT BEGINNING; THENCE CONTINUE NORTH $89^{\circ}46'06''$ EAST A DISTANCE OF 153.95 FEET; THENCE SOUTH A DISTANCE OF 215.80 FEET; THENCE NORTH $35^{\circ}34'53''$ WEST A DISTANCE OF 264.58 FEET TO THE POINT OF BEGINNING.

DESCRIPTION OF CONSERVATION EASEMENT:

Commence at the Northwest corner of said parcel 11, said corner being the point of beginning of parcel 11; thence $S.36^{\circ}36'16''E.$, a distance of 79.30 feet, to a point on the Westerly line of said parcel 11; thence $N.60^{\circ}35'26''E.$, a distance of 3.16 feet to the POINT OF BEGINNING, OF CONSERVATION EASEMENT; thence continue $N.60^{\circ}35'26''E$ along said line, a distance of 75.00 feet; thence $S.29^{\circ}24'34''E.$, a distance of 25.00 feet; thence $S.60^{\circ}35'26''W.$, a distance of 75.00 feet, to a point on the Westerly line of said parcel 11; thence $N.29^{\circ}24'34''W.$, a distance of 25.00 feet to the POINT OF BEGINNING, OF CONSERVATION EASEMENT. Containing 1,875.00 square feet or 0.0430 acres, more or less.

SURVEYOR'S NOTES:

1. - THIS IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED VALUE WHERE THE WEST LINE OF GOVERNMENT LOT 1, BEARS $N00^{\circ}13'54''W$, AS PER DEED.
4. I HEREBY CERTIFY: THAT THE SKETCH AND DESCRIPTION OF THE PROPERTY DESCRIBED HEREON HAS BEEN MADE UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGEMENT. I FURTHER CERTIFY: THAT THE SAID SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



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